United States Court of Appeals for the Second Circuit



APPENDIX

76-1356

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

UNITED STATES OF AMERICA.

Plaintiff-Appellee,

-against-

MARIO CAICEDO,

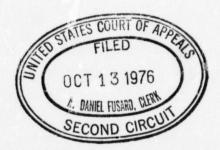
Defendant-Appellant.

To be argued by SHEILA GINSBERG

Docket No. 76-1356

APPENDIX TO APPELLANT'S BRIEF

ON APPEAL FROM A JUDGMENT OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK



SHEILA GINSBERG, Of Counsel. WILLIAM J. GALLAGHER, ESQ.,
THE LEGAL AID SOCIETY,
Attorney for Appellant
MARIO CAICEDO
FEDERAL DEFENDER SERVICES UNIT
509 United States Court House
Foley Square
New York, New York 10007
(212) 732-2971

PAGINATION AS IN ORIGINAL COPY

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		TITLE OF CA	SE				ATTORN	EYS		
	THE US	NITED STA	TES	·		For U. S.:	MARCI	JS		
	•	vs.								
	MARI	O CAICEL	00							
						For Defendar	ul:			
Did possess (& did distrib	oute coca	ine		-	<u></u>				
ABSTRACT	OF COSTS	AMOUNT	DATE		NAME	EIVYO AND DISBU	RECEIV	ED	DISSU	RSED
Fine,			5/7/96	Notice	of	Appeal	5	-		
Clerk,			5/10/16	raid	to	Treas			5	
Marshal,				-7						
Attorney,		.								
Commissioner's Co	our t ,									W
Witnesses,										
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DATE				PROCEEDINGS						
9-30-75 Bef	ore Platt, J	- Indic	tment fi	led .						
	Sefore COSTAN				eft n	ot present	- adi	d to)	
	ct. 9, 1975	for plea	ding.							
	tice of Readi			iled						
10/9/75 Befo	ore COSTANTIN	10,J Ca	se calle	d- De £ t	and c	ounsel pre	sent-	deft	arr	aig
	enters a ple									
A.M.	- all motion	is by 11/	7/75- ca	se set d	lown f	or bail he	aring	on	0/14	/75

10/14/75 Before COSTANTINO, J. - Case called - Deft and counsel present-bail reduced

the deft be exonerated and that Public Service Mutual Insurance

10-15-75 By COSTANTINO J - Order filed that the bail posted in behalf of

Co. return the Louis Elks, the sum of \$10,000.00.

10-10-75 Notice of Readiness for trial filed

to \$5,000.00 surety bond

75 CR 728

DATE	PROCEEDINGS
0/16/75	By COSTANTINO, J Copy of Order filed that bail of deft is reduced to
	\$5,000.00- and that P.S.M. Insurace Co. return to Louis Elks and so reduce the sum to \$5,000.00
12-3-75	Before COSTANTINO J - case called - adid to Jan. 12, 1976 for trial Deft & atty Philip Brown present.
1-12-76	Before COSTANTINO J - case called - deft & counsel P.Brown
-	present - trial ordered and begun - Jurors selected and sworn - trial adjourned without date.
1-15-76	
1-16-76	Before COSTANTINO J - case called - deft & atty present - Interpeter M.Cardenas sworn - trial resumed - deft rests and renews motion to dismiss the indictment - motion denied - Govt sums up - deft sums up-
	Judge charges jury at 4:00 PM- alternates discharged - marshals sworn -
	jury retires at 4:45 Pm - jury returns at 8:45 Pm with a verdict of
•	guilty on counts 1 and 2 - sentence adjd without date - defts motion to set aside verdict is denied.
1-16-76	By COSTANTINO J - 2 orders of sustenance filed
2-5-76	75 M 1860 inserted in CR file
3/12/76	Before COSTANTINO, J case adjd to 3/19/76 for sentence
3/19/76	Before COSTANTINO, J Case called - deft and counsel present - case adid to
3-19-76	Letter of March 19, 1976 filed received from Chambers re deft
	from Kings County Hospital that deft underwent emergency appendectomy
4/1/76	Before COSTANTINO, J Case called- deft and counsel not present? not pre
	bench warrant ordered and stayed to 4/5/76 at 10:00 A.M.
4-5-76	Before COSTANTINO J - case called - deft & counsel/present - case adjd
	to 4-12-76 -Bench Warrant stayed to 4-12-76/
4-12-76	Before COSTANTINO I - case called - deft not present - atty Philip Brown present - Bench Warrant ordered and stayed until 4-14-76 at 11:00
4/14/76	Before COSTANTINO, J Case called- deft and counsel present- sentence adj
	to 4/30/76 at 11:00 A.M.
5-7-76	Before COSTANTINO J - case called - deft & counsel P.Brown present -
	deft sentenced for 4 years imprisonment on each of counts 1 and 2 to
	run concurrently and special parole term of 5 years.Clerk to prepare
	Notice of appeal.
5-7-76	Judgment & Commitment filed - certified copies to Marshal

DATE	PROCEEDINGS
5-7-76	Notice of Appeal filed.
5-7-76	Docket entries and duplicate of Notice of Appeal mailed to
	the C of A
5-13-76	Judgment & commitment retd and filed - deft. del. to MCC,NY
_6-22-7	6 Rule 35 motion filed for reduction of sentence imposed.
6-25-76	Order received from the court of appeals that the record be docketed on or before July 9, 1976.
6-28-76	Judgment & commitment retd and filed - deft delivered to F.C.I. Sandstone, Minn.
6-29-76	By COSTANTINO J - Order filed denying motion pursuant to R.35.
	Order received from the court of appeals that the record
	on appeal be indexed on or about Sept. 13,1976.
9-13-76	7 transcripts filed (one dated Jan. 16, 1976; one dated 1-12-76;
	one dated 3-19-76; one dated 4-1-76; one dated 4-5-76; one dated
	5-12-76: one dated /-1/-76 and one dated 5-7-76)
9/13/76	Stenograhers trancripts dated 12/3/75, 10/14/75, 10/9/75, & XXXXXXXTiled
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UNITED STATES OF AMERICA

-against-

INDICTMENT

Cr. No.

T. 21,

MARIO CAICEDO,

Defendant.

U. S. DISTICCT COURT E.D. NY

SEP 3 0 1975

THE GRAND JURY CHARGES:

TIME A.M..... P.M..... COUNT ONE

On or about the 30th day of April, 1974, within the Eastern District of New York, the defendant MARIO CAICEDO knowingly and intentionally did possess with intent to distribute approximately one eighth (1/8) kilogram of cocaine hydrochloride, a Schedule II narcotic drug controlled substance. (Title 21, United States Code, Section 841(a)(1)).

COUNT TWO

On or about the 30th day of April, 1974, within the Eastern District of New York, the defendant MARIO CAICEDO knowingly and intentionally did distribute approximately one eighth (1/8) kilogram of cocaine hydrochloride, a Schedule II narcotic drug controlled substance. (TITLE 21, United States Code, Section 841(a) (1).

A TRUE BILL

Buchard B Co FOR

UNITED STATES ATTORNEY

EASTERN DISTRICT OF NEW YORK

(Whereupon, sidebar conference was concluded.)

THE COURT: Madam Forelady and Ladies and Gentlemen of the jury.

Now that you have heard the evidence and the arguments, it becomes my duty to give you the instructions of the Court as to the law applicable to this case.

It is your duty as jurors to follow the law as stated in the instructions of the Court and to apply the rules of law so given to the facts as you find them from the evidence of the case.

You are not to single out one instruction alone as stating the law, but must consider the instructions as a whole.

And neither are you to be concerned with the wisdom of any rule of law stated by the Court. Regardless of any opinion you may have as to what the law ought to be, it would be a violation of your sworn duty to base a verdict upon any other view of the law than that given in the instructions of the Court; just as it would be a violation of your sworn duty, as judges of the facts, to base a verdict upon anything but the evidence in the case.

Justice through trial by jury must always depend upon the willingness of each individual juror

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to seek the truth as to the facts from the same evidence presented to all the jurors; and to arrive at a verdict by applying the same rules of law, as given in the instructions of the Court.

You have been chosen and sworn as jurors in this case to try the issues of fact presented by the allegation of the indictment and the denial made by the not guilty plea of the accused. You are to perform this duty without bias or prejudice as to any party. The law does not permit jurors to be governed by sympathy, prejudice or bias. Both the accused and the public expect that you will carefully and impartially consider all the evidence in the case, follow the law as stated by the Court and reach a just verdict, regardless of the consequences.

The attorneys have been permitted by the Court and by the rules to make opening statements and summations to you. Under no circumstances are the statements they have made by way of opening or by way of summation to be taken as evidence. However, the Court and the law does permit you to take the arguments that they have proffered before you and weigh those arguments. And if you agree with what they have said on either side of the case you may use those arguments in your deliberations and in discussion of the case

with each other, and try to convince one another as to what the final determination shall be with reference to the deliberations at hand.

If you feel that the arguments are not commensurate with the testimony and the proof in the case, you may disregard them. The arguments are not evidence. You need not weigh them. However, there are times when the arguments of the attorneys will give you an insight as to something you may have missed, and you may discuss that portion of it if you so desire.

As I have already instructed you, the Court will be the judge of the law. You may recall that some motions were argued at side bar or that you were asked to leave the Courtroom from time to time. That was not for the purpose of keeping any of the proof from you, but were matters of law that were discussed between the attorneys and the Court itself and should not have come before you. In any event, if you feel that you have discovered by some stretch of your imagination what this Court things as to either some of the testimony or the case itself, you should remove that from your mind.

I have neither indicated to you in any way whatsoever what my feeling is with reference to the facts

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in the case or with reference to the guilt or innocence of the defendants. That is your province and your job. You should not try to weigh what you believe the Court's impression may be.

You must understand that the lawyers who appear before you are advocates. They are advocating the best case they can for the parties they represent and they have a right to exercise as much as forcefulness as they desire in their questioning and otherwise in presenting their case.

During my precharge I told you among other things that the questions asked by the attorneys are never to be considered as evidence even though the question may contain a statement of evidence. You are reminded that only the answer to the question is evidence, if, of course, the question was answered.

of course you know by now that this case has come before you by way of indictment presented by a Grand Jury sitting in the Eastern District. I shall now read the indic ment to you. Remember, an indictment is merely an accusation, merely a piece of paper, it is not evidence and is not proof of anything.

Count one, on or about the 30th day of April 1974, within the Eastern District of New York, the defendant Mario Caicedo knowingly and intentionally

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did possess with intent to distribute approximately
one eighthkilogram of cocaine hydrochloride, a schedule
two narcotic drug controlled substance, Title 21
United States Code of Section 841(a)(1).

Count two.

On or about the 30th day of April, 1974, within the Eastern District of New York, the defendant Mario Caicedo knowingly and intentionally did distribute approximately one eighth kilogram of cocaine hydrochloride, a scheudle two narcotic drug controlled substance in violation of Title 21 United States Code of Section 841(a)(1).

Section 841(a)(1) of Title 21 of the United States Code provides in pertinent part:

It shall be unlawful for any person knowingly or intentionally

(1) To distribute or dispense or possess with intent to distribute, or dispense a controlled substance.

The essential elements of the first count of the indictment, all of which the Government must prove beyond a reasonable doubt for you to convict the defendant on this count are as follows:

FIRST: That the defendant possess a quantity of approximately one eighth of a kilogram of cocaine hydrochloride;

SECOND: That the defendant possess the cocaine with intent to distribute it;

THIRD: That he understood that the substance he possessed was cocaine or some other illegal drugs; and

FOURTH: That he understood that he was acting illegally.

If the Government fails to prove any one or more of these essential elements beyond a reasonable doubt, yoummust acquit the defendant.

The charges in this indictment require the Government to prove that the defendant knowingly and willfully performed acts in violation of law. The Court will therefore define the words knowingly and willfully.

And act is done "Knowingly" is done voluntarily and intentionally, and not because of mistake or accident or other innocent reason.

The purpose of adding the word "Knowingly" was to ensure that no one would be convicted for an act done because of mistake, accident or other innocent reason.

An act is done "Willfully" if done voluntarily and intentionally. and with specific intent to do something the law forbids; that is to say, with bad

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purpose either to disobey or to disregard the law.

The law recognizes two kinds of possession, actual and constructive possession. A person who knowingly has direct physical control over a thing at a given time, is then in actual possession of it.

A person who, although not in actual possession, knowingly has both the power and the intention, at a given time, to exercise dominion or control over a thing, either directly or through another person or persons, is then in constructive possesion of it.

You may find that the element of possession as that term is used in these instructions is present if you find beyond a reasonable doubt that the defendant had actual or constructive possession, either alone or jointly with others.

You may find that the cocaine mentioned in the indictment was in the defendant's possession if you find beyond a reasonable doubt that the defendant knowingly had it in his power or under his control.

The term "Distribute" means to deliver a controlled substance to the possession of another person, which in turn means the actual, constructive, or attempt to transfer of a controlled substance.

The essential elements of count two of the indictment, all of which the Government must prove

beyond a reasonable doubt or else you must acquite the defendant are as follows:

FIRST: That the defendant distributed a quantity of approximately one eighth of a kilogram of cocaine hydrochloride;

SECOND: That he understood that the substance he distributed was cocaine hydrochloride or some other illegal drug; and

THIRD: That he understood that he was acting illegally.

may find the truth as to the facts of a case, direct and circumstantial evidence. Direct evidence is the testimony of one who asserts actual knowledge of a fact, such as an eye witness; circumstantial evidence is proof of a chain of facts and circumstances indicating the guilt or innocence of a defendant. The law makes no distinction between the weight to be given to either direct or circumstantial evidence. Nor is a greater degree of certainty required of circumstantial evidence than of direct evidence. You should weigh all evidence in the case. After weighing all the evidence, if you are not convinced of the guilt of the defendant beyond a reasonable doubt, you must find him not guilty.

Thus, the defendant, although accused, begins the trial with a clean slate and with no evidence against him, and the law permits nothing but legal evidence to be presented before a jury to be considered in support of any charge against the accused. So the presumption of innocent alone is sufficient to acquit a defendant unless you, the jury, are satisfied beyond a reasonable doubt of the defendant's guilt after careful and impartial consideration of all the evidence in the case.

It is not required that the Government prove guilt beyond all possible doubt. The test is one of reasonable doubt, and reasonable doubt is doubt based upon reason and common sense, the kind of doubt that would make a reasonable person hesitate to act. Proof beyond a reasonable doubt, must, therefore be proof of such a convicting character that you would be willing to rely and act upon it unhesitatingly in the most important of your own affairs.

You, the jury, will remember that a defendant is never to be convicted on their suspicion or conjecture. The burden is always upon the prosecution to prove guilt beyond a reasonable doubt. This burden never shifts to a defendant. The law never imposes upon a defendant in a criminal case the burden or

duty of calling any witnesses or producing any evidence.

If the jury views the evidence in the case as reasonably permitting either of two conclusions, one of innocence, the other of guilt, you, the jury, must, of course, adopt the conclusion of innocent.

A reasonable doubt may arise not only from the evidence produced, but also from a lack of evidence.

Since the burden is upon the prosecution to prove the accused guilty beyond a reasonable doubt of every essential element of the crime charged a defendant has the right to rely upon failure of the prosecution to establish such proof.

I have said that the defendant may be proven guilty either by direct or circumstantial evidence.

I have said that direct evidence is the testimony of one who asserts actual knowledge of a fact, such as an eye witness. Also circumstantial evidence is proof of a chain of facts and circumstances indicating the guilt or innocence of a defendant. You, the jury may make comments and inferences from the proven facts

It is not necessary that all inferences drawn from the facts in evidence be consistent only with guilt and inconsistent with every reasonable hypotheses of innocent. The test is one of reasonable doubt, and should be based upon all the evidence, the testimony

of the witnesses, the documents offered into evidence and the reasonable inferences which can be drawn from the proven facts.

An inference is a deduction or conclusion which reason and common sense lead the jury to draw from the facts which have been proved. You are to consider only the evidence in the case. But in your consideration of the evidence you are not limited to the bald statements of the witnesses. On the contrary, you are permitted to draw, from the facts which you find have been proved, such reasonable inferences as seem justified in the light of your own experience.

Where the genuineness of handwriting is in issue any proof or admitting handwriting of a person may be received in evidence to be used as specimen for comparison for the handwriting in dispute. Expert witnesses claim special qualifications of handwriting have testified to certain handwriting in dispute. A handwritin, expert may state his opinion as to whether documents or signatures were written by the same person and whether they are genuine, disguise or altered by comparing the handwriting in dispute with a proven specimen. You have the right to determine the weight to be given such expert testimony. The rules of evidence ordinarily do not permit witnesses

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to this rule exist to those called as expert witnesses. A witness who by education and experience has become expert in some hard science, profession or calling may state an opinion as to relevant and material matter in which they profess to be expert and may also state their reasons for the opinion. You should consider each expert and we had one expert here, the chemist, his report was received in evidence in this case and give it such weight as you think it deserves. If you decide the opinion of the expert witness is not based on sufficient education, experience, or if you conclude the reasons given in support of your opinion, or if your opinion's outweighed by other evidence, you may disregard the opinion entirely.

to establish an alibi An alibi is a contention that the defendant was not present at the time when, or at the place where he's alleged to have committed the offense charged in the indictment. Specifically, defendant's witness testified that she had seen the defendant embark on an airplane flight prior to the date of the alleged offense and she had not seen the defendant again until after the date of the alleged offense. On the other hand the Government has

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presented witnesses who testified that they had seen the defendant on April 30, 1974 in Brooklyn, New York on the date of the alleged offense.

If after consideration of all the evidence in the case you have a reasonable doubt as to whether the defendant was present at the time and place the alleged offense was committed, you must acquit him. The jury will also bear in mind the law never imposes upon a defendant in a criminal case burden or duty of calling any witness or producing any evidence. If it is within the power of the prosecution or the defense to produce a witness who could give material testimony when an issue in the case; the failure to call that witness may give rise to an inference that his testimony would be unfavorable to the party. However, no such conclusion can be drawn by you with regard to a witness who is equally important to both parties or where the witness's testimony would be merely cumulative.

The jury will also bear in mind that the law never imposes on a defendant in a criminal case the burden or duty of calling any witness or producing any evidence.

You as jurors are the sole judges of the credibility of the witnesses and the weight their testimony

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deserves, and it goes without saying that you should scrutinize all the testimony given, the circumstances under which each witness has testified, and every matter in evidence which tends to show whether a witness is worthy of belief. Consider each witness's intelligence, motive and state of mind, and his demeanor and manner while on the stand. Consider the witness's ability to observe the matters as to which he has testified, and whether he impresses you as having an accurate recollection of these matters. Consider also any relation each witness may bear to either side of the case; the manner in which each witness might be affected by the verdict; and the extent to which, if at all each witness is either supported or contradicted by other evidence in the case.

Inconsistencies or discrepancies in the testimony of a witness or between the testimony of different
witnesses, may or may not cause the jury to discredit
such testimony. Two or more persons witnessing an
incident or a transaction may see or hear it differently; and an innocent misrecollection, like
failure of recollection, is not an uncommon experience.

In weighing the evidence of a discrepancy, always consider whether it pertains to a matter of

importance or an unimportant detail, and whether the discrepancy results from innocent error or intentional falsehood.

After making your own judgment, you will give the testimony of each witness such credibility, if any, as you may think it deserves.

to its truthfullness. If you find any witness lied as to any material fact in the case then the law gives you certain privileges. One of those privileges is that you have the right to disregard the entire testimony of that witness. If you find, however, that you can shift through that testimony and determine which of the testimony is true and which was false, then the law allows you to take the portions which were true and weigh it and disregard those portions which were false. That again is within your prerogative.

The weight of the evidence is not necessarily determined by the number of witnesses testifying on either side. You should consider all the facts and circumstances in evidence to determine which of the witnesses are worthy of greater credence.

You are not obliged to accept testimony, even though the testimony is uncontradicted and the witness is not impeached. You may decide, because of the

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witness's bearing and demeanor, or because of the inherent improbability of his testimony, or for other reasons sufficient to you, that such testimony is not worthy of belief.

The Government is not required to prove the essential elements of the offense as defined in these instructions by any particular number of witnesses.

The testimony of a single witness may be sufficient to convince you beyond a reasonable doubt of the existence of an essential element of the offense charged, if you believe beyond a reasonable doubt that the witness is telling the truth.

The law does not compel a defendant in a criminal case to take the witness stand and testify, and no presumption of guilty may be raised, and no inference of any kind may be drawn from the failure of a defendant to testify.

As stated before, the law never imposes upon a defendant in a criminal case the burden or duty of calling any witness or producing any evidence.

There is nothing particularly different in the way a jury should consider the evidence in a criminal case, from that in which all reasonable persons treat any question depending upon evidence presented to them. You are expected to use your good sense;

consider the evidence in the case for only those purposes for which it has been admitted, and give it a reasonable and fair construction, in the light of your common knowledge of the natural tendencies and inclinations of human beings.

If an accused be proved guilty beyond reasonable doubt say so. If not so proved guilty, say so.

Keep constantly in mind that it would be a violation of your sworn duty to base a verdict of guilty upon anything other than the evidence in the case; and remember as well that the law never imposes upon a defendant in a criminal case the burden or duty of calling any witness or producing any evidence.

In making the factual determination on which your verdict will be based, you may consider only the exhibits which have been admitted in evidence and the testimony of the witnesses as you have heard it in this Courtroom.

A separate crime or offense is charged in each of the counts of the indictment. Each charge and the evidence pertaining to it should be pertained separately. The fact that you find the accused guilty or not guilty as to one of the offenses, the charge should not control your verdict as to any other offense charged.

The punishment provided by law for the offense

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is charged in the indictment is a matter exclusively within the province of the Court and should never be considered by the jury in any way in arriving at an impartial verdict as to the guilt or innocence of the accused.

If any reference by the Court or by counsel
to matters of evidence does not coincide with your
own recollection, it is your recollection which should
control during your deliberation.

Now, in this type of case there must be a unanimous verdict, that means all twelve of you must agree, and it goes without saying that it becomes incumbent upon you to listen to one another and to argus out the points among yourselves in order to determine in good conscience whether your fellow jurors argument is one commensurate with yours or whether you can with good conscience agree with them. You have no right to stubbornly and idely sit by and say, "I am not talking to anyone," "I am not going to discuss it" because people with common sense and the ability to reason .ust communicate their thoughts. So, anything which appeared in the record and about which one of you may not agree, talk it out amongst yourselves and then if you can't agree as to what is in the record, well, you can ask the Court to have

that portion of the testimony read back to you. You may do so by knocking on the door and giving a note in writing to the Clerk who will then present it to the Court, and I will then bring you into the Courtroom.

Madam Forelady you'll be the forelady who will preside over your deliberations and be the spokesman here in Court.

And now, the form of your verdict will be, if
you should find the defendant not guilty as to both
counts, then Madam Forelady announce the verdict being
not guilty as to both counts; if you find the defendant guilty as to both counts, the form of your verdict, "We the jury find the defendant guilty as to
both counts,"

If you should find the guilty as to one count and not guilty as to another count, announce it as to which you found him guilty and announce the count which you found him not guilty.

And now, the marshal will be sworn, he'll be the one in charge from here on.

(Whereupon, U.S. Marshal was sworn in before the Court.)

THE COURT: The two alternates are now discharged, alternate number one and alternate number two,

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since you no longer can be part of the jury.

The second instruction is all the evidence that you desire will be given to you, writings or otherwise, with the exception of the cocaine, that will not be permitted in the jury room. If you wish to see what it looks like, you can come into the Courtroom and it will be exhibited to you.

(Whereupon, jurors left the Courtroom at 4:25.) MR. MARCUS: Might I suggest that we wait a little while.

> MR. BROWN: They will be sent out at 5:15. THE COURT: They will leave about 5:00 for

Everything in evidence is going to be sent up with the exception of cocaine if they ask for it.

(Whereupon, the Court stood in recess.)

THE COURT: The three items, the match cover, the rental form and the fingerprint card. Now, as to the agent's testimony, I'll ask them whether if any particular part of the testimony they wish to hear or whether they wish to hear all of it.

MR. MARCUS: The testimony runs on for a substantial number of pages.

MR. BROWN: Which agent?

(After recess.)

1	get them prepared for supper.
2	(Whereupon, jurors were excused for supper
3	recess.)
4	(After supper.)
5	THE CLERK: Jury note marked for identification
6	as Court Exhibit No. 2.
7	(At 8:30 P.M. jurors reenter the Courtroom and
8	are now seated in the jury box.)

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-205 Warrant of Deportation			L380 Record of Billable Expense		
-229 Warning of Six-mouth Limit - 242(e)			I-340 Demand for Surrende Under Bond	r .	
-217 Information-Travel .			I-166 Notice to Surrender for Depostation		-
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Notice of Dep'n Destination and Penalty for Reentry		-1	I-216 Record of Person &		
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I-284 Deportation Expenses	2 mul		"Closed" Tape Placed on	FILE 8/3/7	s Dus
I-247 Notice of Detainer	17		File Stamped "Statistics	1-151	3 nig
252(b) CAS	F9	-	I-154 Closed	8/6/2	3 146
Notice of Revocation		Ι —	Disposition Information in	rnished	1
L.99 Notice of Revocation and Penalty Notice to Detain			the following:		

Alien (is)(is not) detained and is ready for deportation to _________at the expens

. Alien's condition is: Able Mental CINS Physically Incap.

Deportation Officer

Remarks

USC WIFE TON

Form L-170

United States Department of Justice, Immigration and Naturalization Service

UNITED STATES GOVERNMENT

emorandum

Assistant Regional Commisioner TO

: Administrative Services, Burlington, Vt. DATE: November 28, 1973

FROM

Maurice F. Kiley, Deputy District Director

New York, New York

SUBJECT: Collateral Bonds Cancelled

Att: FINANCE

The following Bonds have been cancelled and the collateral may now

be refunded.

STA-31

ESORDAI SINGH A20 364 202

\$ 500.00 Roy R. Prashad

c/o H. Kohnatamm & Co., Inc 161 Avenue of the Americas

New York, N. Y. 10013

NYC 16690

MARIO CAICEDO CABEZAZ

A19 457 032

\$1000.00

Mario Caicedo Cabezaz

c/o Marilyn Caicedo

480 E. 23 Street

Brooklyn, N. Y. 11226

NYC 18716

PABLO AREVALO QUISPE

A19 499 561

\$ 500.00

Yolanda Arevala

c/o Pablo Arevalo

Av. Luna Pizarro

1121-406 La Victoria

Lima, Peru -

NYC 20146

1

LOUISA DIMITRIOU

A19 519 826

\$1000.00

Eva Vlagos

c/o Mykonos Restaurant .

349 West 46 Street

New York, N. Y. 10036

NYC 20773

VICTORIA BREFO

A19 527 626

\$ 500.00

John Hines

384 Hancock St. Apt. 2

Brooklyn, N. Y. 11216

NYC 21106

JOSEPHUS C. LILES

Al9 531 371

\$ 500.00

Thelma Blake

259 Jefferson Avenue

Brooklyn, N. Y. 11216

NYC 31323

EVANGELOS VAKALOGLOU

A16 027 078

\$1000.00

Micholas Paul Altomerianos

1290 Avenue of the Americas

New York. N. Y. 10019

6-25 ROUTE SLIP		
Date Date		
AND 130AD ROOM	ATURALIZATION SERVICE	CE
		NYC16690
Approval Note & Return See me	Broadyag	File Number 7
Comment Note & File As requested Necessary action Signature For your informa-	a Make:	A19 457 032 DB/JLL
Necessary action Signature For your informa-		Date A// /mp
conversation Call me Ext.		8/6/73
arks	11.5	SUBJECT:
	·	IMMIGRATION BOND
		Form Number I-352(2)
		Date 2/22/71
		Amount \$1000.00
		Alien's Name
		CAICEDO-Cabesas, Mario
	een fulfilled as to the	above-named alien and you are no longer
	CURITY.	
		ond will be made available for return to
	rence for its delivery.	Accordingly, would you please check the
Room GRATION AND NATURALIZATION SERVICE GPO 946-075 I prefer to receive my securities at the office show 4 p.m. I understand that these securities will not be which I mail this form. I understand also that it is	LOW ADDRESS. n before on a regular busine available to that office necessary for me to surre	TY FOR YOU TO APPEAR AT THIS OFFICE The second of the sec
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World Trade Center, New York, N. Y. 10047.

DEPARTMENT OF INCOME. Danarimant of Contal Corriges

Center

Address

11 37A

REQUEST FOR IMMIGRATION INFORMATION

United States Department of Justice Immigration and Naturalization Service 20 West Broadway New York, N.Y. 10007

provide us with the information	requested below:		
sed at Time of Arrival		Present Nome (if changed)	
MARIO C. CAICE	edo		
· Joyeria la Grandia	· Pueblo Hueva,	BuenaventuraVal	le, Columbia, S. A.
Entry Evenuille Florida	10/28/68	Name of Vessel or Airline	Columbia S. A.
cenacientu a Rol	Eumlia S. A.		116-46-6396
of Accompanying es and Friends	•		
ch m. Carcedo u Eft the U.S. on i stance recipient.	1/2 a hearing langiven one's 5/28/73, Mr. CA Kindly Verify S.	year voluntary de icedo is the heista	on the les heliens
E: O Toace	Group/Caselcad No.	Howeve Kazber	Date
reedo MARILO	M	Case Number 2.	234494-1

REPLY FROM IMMIGRATION AND NATURALIZATION SERVICE

THE RECORDS OF THIS SERVICE REFLECT THAT MARIO CAICEDO -CABEZAZ DEPARTED FROM THE U. S. TO COLOMBIA ON 8-6-73.

I.N.S. File No. A 19 457 032

the bond is: Name of alien for whom this bond is furnished: ((I) there is mure then me alien, expande a "dule shewing name of vash alien, departure of the ship and and assied by the obligar and mode a." and, is attached; Name: Mario CAICEDO Date, port, and means of arrival in United States: 7/3/74 EL PASO EMI In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraphs and captioned 2. In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraphs herein numbered 2. In consideration of the facts recited in paragraph or paragraph or paragraph (1) and paragraph or paragraph (2) subscribing herets hereby declares that he is firmly bound unto to the paragraph or paragraph (2) subscribing herets hereby declares that he is firmly bound unto to distance the complex of the third distance of the United States in the sum of ONE THOUSAND 2. In consideration of the facts recited in the plurie sense himsel bound in such amount or successed and the paragraph (1) capture three paragraph (2) herein as included damages and not as a paragraph (2) cut three agrees the mine connection with the paragraph (1) cut three agrees the paragraph (2) the paragraph (2) cut three agrees the mine connection with the plurie sense in the obligation of the paragraph (2) cut three paragraph (2) cut three paragraph (2) cut three paragraph (2) cut three paragraph (2)	If this bond is suggested to	405 First Str				
Name: MATIO CATCEDO Date, port, and means of arrival in United States: 7/3/74 EL PASO EXI In Consideration of the facts recited in paragraph or paragraphs herein numbered. In consideration of the facts recited and captioned. BOND CONDITIONED FOR THE DELIVERY OF AN ALTEN and captioned. BOND CONDITIONED FOR THE DELIVERY OF AN ALTEN and in any rider or riders lettered. And captioned. BIT as the bond is that the alien shall not become a public charge the obligor above named, by subscribing here. hereby declares that he is limitly bound unto a transfer or riders lettered. And captioned are the obligor above named, by subscribing here. hereby declares that he is limitly bound unto a transfer or riders lettered. And captioned are the obligor declares himself bound in such amount or succ save amounts as a security of the subscribed in paragraph (1) herein a liquidizate damages and not as a parally, which sum is to be paid to the United States immediately under the comply with the terms set forth in an expand or rider. The obligior there agrees that are not obligated and a security of the paragraph (1) herein diversed to him a security of the paragraph (1) herein diversed to him a residual diversed to him a security of the paragraph (1) herein diversed to him a residual diversed to him a security of the paragraph (1) herein diversed to him a residual diversed to him a security of the	\$The name and address the bond is:	of the purson who	ollowing: Rate of pre- executed a written	instrument with t	he surety company	Amount of premiur
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RECEIPT OF IM GRATION-OFFICER - UNITED STATES NDS OR NOTES, OR CASH, ACCEPTED AS SECURITY ON IMMIGRATION BOND Receipt Number Name NYC 33523 Gertrude Sylvester City and State Number and Street New York, NY 405 First Street City, State and ZIP Code April 22 Brooklyn, NY 11215 6. A-File Immigration Name of alien Date A19 457 032 MARIO CATCEDO Type UNITED STATES BONDS OR NOTES (State form of assignment, if registered) Said United States bonds/notes are assigned Total Coupon or Denomination Serial No. Interest Dates Title of Bonas/Notes Registered Face Amount XXXX (If this space is insufficient for enumeration of bonds/notes, se separate sheet and securely affix same hereto) 9. CASH (Postal Money Order, Certified Chack) dollars (\$_1,000.00 ONE THOUSAND The sum of 10. NOTICE TO OBLIGOR The Immigration and Naturalization Service will deposit accepted United States bonds or notes in a Federal depository for safekeeping; accepted cash will be deposited in the United States Treasury. When all of its conditions have been met, the immigration bond will be cancelled, you will be so notified, and you may then recover the accepted security. United States bonds or notes will be returned to you when you surrender this receipt and give your own receipt on Form I-306. If it is impossible for you to call in person for these securities, you may authorize their delivery to you at your risk and expense. Arrangement will be made for the return to you of the cash accepted as security when you surrender this receipt. YOU MUST SURRENDER THE ORIGINAL OF THIS RECEIPT BEFORE THE SECURITY WILL BE RETURNED TO YOU. This receipt is not assignable. 11. ACCEPTANCE OF SECURITY The undersigned hereby acknowledges receipt from above-named obligor of the above-described security, deposited as security on above-named immigration bond filed with the undersigned on behalf of the above-named alien.

To: A-File, attached to original of immigration bond form.

Title of immigration officer

Cash Clerk

Signature of immigration officer

CERTIFICATE OF SERVICE

Od 13, 19/6

I certify that a copy of this brief and appendix has been mailed to the United States Attorney for the Eastern District of New York.

Quile Tenotory